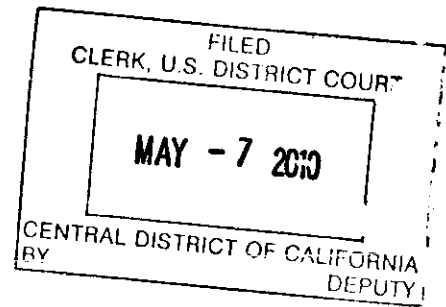


(Counsel for the parties listed on next page)



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MESINDO POMPA, individually
and on behalf of all others similarly
situated,

Plaintiff,

vs.

TARGET CORPORATION, and
DOES 1 through 50, Inclusive,

Defendants.

No. CV-10-0634 AHM (FFM~~x~~)

CLASS ACTION

**JOINT STIPULATION FOR
PROTECTIVE ORDER**

Fed. R. Civ. P. 26(c)

Courtroom: E (9th Floor)
Judge: Hon. Frederick F. Mumm

NOTE CHANGES MADE BY THE COURT

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1 **STIPULATION**

2 Pursuant to Rule 26, Federal Rules of Civil Procedure, and the Court's Order re:
3 Protective Orders and Treatment of Confidential Information, plaintiff Mesindo Pompa
4 and defendant Target Corporation ("Target"), acting by and through their attorneys of
5 record, stipulate to the Court's entering the following as the Protective Order in this
6 action:

7 **Recitals**

8 A. Target contends that at least some of the documents, testimony, and other
9 information being sought from Target through discovery in this action contain trade
10 secret or other confidential research, technical, cost, price, marketing or other commercial
11 information, as contemplated by Rule 26(c)(1)(G), Federal Rules of Civil Procedure, and
12 California Civil Code section 3426.1.

13 B. The purpose of this Protective Order is to protect the confidentiality, if any,
14 of such documents and information as much as practical during the litigation.

15 Based on these recitals, the parties agree as follows:

16 **DEFINITIONS**

17 1. "Discovery Materials" includes, but will not be limited to: documents;
18 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other
19 material that identify customers or potential customers; price lists or schedules or other
20 matter identifying pricing; minutes; telegrams; letters; statements; cancelled checks;
21 contracts; invoices; drafts; books of account; worksheets; notes of conversations; desk
22 diaries; appointment books; expense accounts; recordings; photographs; motion pictures;
23 compilations from which information can be obtained and translated into reasonably
24 usable form through detection devices; sketches; drawings; notes (including laboratory
25 notebooks and records); reports; instructions; disclosures; other writings; models,
26 prototypes and other physical objects; responses to interrogatories, responses to requests
27 for admissions, deposition testimony, trial testimony, transcripts of deposition or trial
28 testimony, and other discovery responses; and data, summaries, and compilations derived

1 therefrom.

2 2. "Confidential Information" means and includes information contained or
3 disclosed in any Discovery Materials that the producing party contends constitutes trade
4 secret or other confidential research, technical, cost, price, marketing or other commercial
5 information, as contemplated by Rule 26(c)(1)(G), Federal Rules of Civil Procedure, and
6 California Civil Code section 3426.1.

7 3. "Counsel" means:

- 8 a. outside counsel of record, and other attorneys, paralegals, secretaries,
9 and other support staff employed in the law firms of Ringler Kearney
10 Alvarez, LLP and Paul, Hastings, Janofsky & Walker LLP; and
11 b. in-house attorneys, paralegals, legal secretaries, and other legal
12 support staff for Target.

13 **GENERAL RULES**

14 4. Each party to this litigation that produces or discloses any Discovery
15 Materials that the producing party believes contains Confidential Information may
16 designate the same as "CONFIDENTIAL."

17 5. Any party may designate Discovery Materials as "CONFIDENTIAL" only
18 if, in the good-faith belief of such party and its counsel, the unrestricted disclosure of the
19 Confidential Information in such materials could be prejudicial to the business or
20 operations of such party.

21 6. In the event the producing party elects to produce Discovery Materials for
22 inspection, no marking need be made by the producing party in advance of the initial
23 inspection. For purposes of the initial inspection, all Discovery Materials produced will
24 be considered as "CONFIDENTIAL," and will be treated as such pursuant to the terms of
25 this Order. Thereafter, upon selection of specified Discovery Materials for copying by
26 the inspecting party, the producing party will, within a reasonable time prior to producing
27 those Discovery Materials to the inspecting party, mark the copies of those Discovery
28 Materials with the appropriate confidentiality marking.

7. Whenever a deposition taken on behalf of any party involves a disclosure of Confidential Information of any party:

- a. said deposition or portions thereof will be designated as containing Confidential Information subject to the provisions of this Order; such designation will be made on the record whenever possible, but a party may designate portions of depositions as containing Confidential Information after transcription of the proceedings; a party will have until fifteen (15) days after receipt of the deposition transcript to inform the other party or parties to the action of the portions of the transcript designated "CONFIDENTIAL";
- b. the disclosing party will have the right to exclude from attendance at said deposition, during such time as the Confidential Information is to be disclosed, any person other than the deponent, counsel (including their staff and associates), the court reporter, the videographer (if any) and the person(s) agreed upon pursuant to paragraph 9 below; and
- c. the originals of said deposition transcripts and all copies thereof will bear the legend "CONFIDENTIAL," as appropriate, and the original or any copy ultimately presented to a court for filing will not be filed unless it can be accomplished under seal, identified as being subject to this Order, and protected from being opened except by order of this Court.

8. All Discovery Materials designated as "CONFIDENTIAL" will not be disclosed by the receiving party to anyone other than those persons designated herein and will be handled in the manner set forth below and, in any event, will not be used for any purpose other than in connection with this litigation, unless and until such designation is removed either by agreement of the parties, or by order of the Court.

9. Discovery Materials designated "CONFIDENTIAL" will be viewed only by Counsel of the receiving party, and by the additional individuals listed below, provided

the court and its personnel

1 each such individual has read this Order in advance of disclosure and has executed a copy
2 of the form attached hereto as Exhibit A:

- 3 a. the named plaintiff in this action;
- 4 b. independent experts or consultants retained by the parties;
- 5 c. executives who are required to participate in policy decisions with
6 reference to this action;
- 7 d. technical personnel of the parties with whom Counsel for the parties
8 find it necessary to consult, in the discretion of such counsel, in
9 preparation for trial of this action; and
- 10 e. stenographic and clerical employees associated with the individuals
11 identified above.

12 10. With respect to Discovery Materials designated "CONFIDENTIAL," any
13 person indicated on the face of the document to be its originator, author or a recipient of a
14 copy thereof, may be shown the same.

15 11. All Discovery Materials that have been designated as "CONFIDENTIAL"
16 by the producing or disclosing party, and any and all reproductions thereof, will be
17 retained in the custody of the Counsel for the receiving party, except that independent
18 experts authorized to view such information under the terms of this Order may retain
19 custody of copies such as are necessary for their participation in this litigation.

20 12. Before any Discovery Materials that are designated as Confidential
21 Information are filed with the Court for any purpose, the party seeking to file such
22 materials will seek permission of the Court to file the materials under seal pursuant to
23 Local Rule 79-5.1.

24 13. At any stage of these proceedings, any party may object to a designation of
25 Discovery Materials as Confidential Information. The party objecting to confidentiality
26 will notify, in writing, Counsel for the designating party of the objected-to Discovery
27 Materials and the grounds for the objection pursuant to Local Rule 37-1. If the dispute is
28 not resolved consensually between the parties within ten (10) business days of receipt of

1 such a notice of objections, the parties shall formulate a written stipulation of the dispute
2 pursuant to Local Rule 37-2 and move the Court for a ruling on the objection. The
3 Discovery Materials at issue will be treated as Confidential Information, as designated by
4 the designating party, until the Court has ruled on the objection or the matter has been
5 otherwise resolved.

6 14. Absent judicial relief, all Confidential Information will be held in confidence
7 by those inspecting or receiving it, and will be used only for purposes of this action.
8 Counsel for each party, and each person receiving Confidential Information will take
9 reasonable precautions to prevent the unauthorized or inadvertent disclosure of such
10 information. If Confidential Information is disclosed to any person other than a person
11 authorized by this Order, the party responsible for the unauthorized disclosure must
12 immediately bring all pertinent facts relating to the unauthorized disclosure to the
13 attention of the other parties and, without prejudice to any rights and remedies of the
14 other parties, make every effort to prevent further disclosure by the party and by the
15 person(s) receiving the unauthorized disclosure.

16 15. No party will be responsible to another party for disclosure of Confidential
17 Information under this Order if the information in question is not labeled or otherwise
18 identified as such in accordance with this Order.

19 16. If a party, through inadvertence, produces any Discovery Materials
20 containing Confidential Information without labeling or marking or otherwise
21 designating it as such in accordance with this Order, the designating party may give
22 written notice to the receiving party that the Discovery Materials are deemed Confidential
23 Information, and that the Discovery Materials should be treated as such in accordance
24 with that designation under this Order. The receiving party must treat the Discovery
25 Materials as confidential, once the designating party so notifies the receiving party. If the
26 receiving party has disclosed the Discovery Materials before receiving the designation,
27 the receiving party must notify the designating party in writing of each such disclosure.
28 Counsel for the parties will agree on a mutually acceptable manner of labeling or marking

1 the inadvertently produced Discovery Materials as "CONFIDENTIAL."

2 17. Nothing herein will prejudice the right of any party to object to the
3 production of any Discovery Materials on the grounds that the materials are protected as
4 privileged or as attorney work product.

5 18. Nothing in this Order will bar Counsel from rendering advice to their
6 client(s) and, in the course thereof, relying upon any Discovery Materials designated as
7 Confidential Information, provided that the contents of the materials will not be
8 disclosed.

9 19. This Order will be without prejudice to the right of any party to oppose
10 production of any Discovery Materials for lack of relevance or any other ground other
11 than the mere presence of Confidential Information. The existence of this Order will not
12 be used by either party as a basis for discovery that is otherwise improper under the
13 Federal Rules of Civil Procedure.

14 20. Nothing herein will be construed to prevent disclosure of Confidential
15 Information if such disclosure is required by law or by order of the Court.

16 21. Upon final termination of this action, including any and all appeals, Counsel
17 for each party will, upon request of the producing party, return all Confidential
18 Information to the party that produced the information, including any copies, excerpts,
19 and summaries thereof, or will destroy same at the option of the receiving party, and will
20 purge all such information from all machine-readable media on which it resides.
21 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,
22 memoranda, motions, and other documents filed with the Court that refer to or
23 incorporate Confidential Information, and will continue to be bound by this Order with
24 respect to all such retained information. Further, attorney work product that contains
25 Confidential Information need not be destroyed, but, if it is not destroyed, the person in
26 possession of the attorney work product will continue to be bound by this Order with
27 respect to all such retained information.

28 22. The restrictions and obligations set forth herein will not apply to any

1 Discovery Materials that:

- 2 a. the parties agree should not be designated Confidential Information;
- 3 b. the parties agree, or the Court rules, already are within public
- 4 knowledge other than as a result of disclosure by the receiving party,
- 5 its employees, or its agents in violation of this Order; or
- 6 c. have come or will come into the receiving party's legitimate
- 7 knowledge independently of the production by the designating party.
- 8 Prior knowledge must be established by pre-production
- 9 documentation.

10 23. The restrictions and obligations herein will not be deemed to prohibit

11 discussions of any Confidential Information with anyone if that person already has or

12 obtains legitimate possession thereof.

13 24. Transmission by facsimile is acceptable for all notification purposes herein.

14 25. This Order may be modified by agreement of the parties, subject to approval

15 by the Court.

16 26. The Court may modify the terms and conditions of this Order for good

17 cause, or in the interest of justice, or on its own order at any time in these proceedings.

18 The parties prefer that the Court provide them with notice of the Court's intent to modify

19 the Order and the content of those modifications, prior to entry of such an order.

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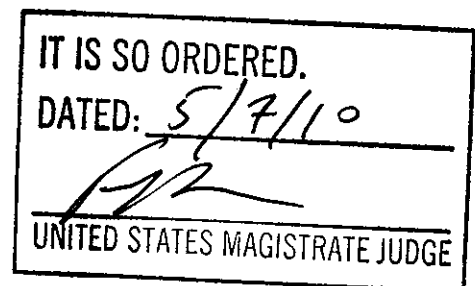
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1 The parties respectfully request the Court enter this Protective Order.

2 Dated: April 12, 2010.

JEROME L. RINGLER
PAUL ALVAREZ
THOMAS H. PETERS
RINGLER KEARNEY ALVAREZ, LLP

5 By: _____

6 Thomas H. Peters
Attorneys for Plaintiff Mesindo Pompa

8 Dated: April 12, 2010.

JEFFREY D. WOHL
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GREGGORY W. DALTON
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11 By: /s/ Jeffrey D. Wohl _____

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Attorneys for Defendant Target
13 Corporation